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United States Government Accountability Office
Washington, DC 20548

**Comptroller General
of the United States**

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Decision

Matter of: A&T Systems, Inc.

File: B-401701; B-401701.2

Date: November 12, 2009

Mark G. Jackson, Esq., and Mathew C. Hoyer, Esq., Ball Janik LLP, for the protester.
Lt. Col. Michael L. Norris, Department of the Army, for the agency.
Charles W. Morrow, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

In evaluating proposals in response to a task order proposal request (TOPR), the agency was not required to recognize elements and concepts that were incorporated in the protester's indefinite-delivery/indefinite-quantity task order (ID/IQ) contract, because they were considered strengths in the protester's proposal on the ID/IQ contract, as proposal strengths in the TOPR competition, where neither the ID/IQ contract nor the TOPR provided that these elements and concepts were required to be recognized as strengths in the TOPR competition and where the evaluation of the protester's TOPR proposal was reasonable and consistent with the TOPR.

DECISION

A&T Systems, Inc. of Silver Spring, Maryland protests the issuance of a task order for information management communications services for Fort Monmouth, New Jersey, to Cordev, Inc., of Falls Church, Virginia under a task order proposal request (TOPR), issued by the Department of the Army under multiple award, indefinite-delivery/indefinite-quantity (ID/IQ) contract No. W91RUS-08-D-0001.

We deny the protest.

Nine firms, including A&T and Cordev, were awarded ID/IQ contracts in 2007 and 2008 to provide information management communications services for military installations across the United States. When the awards were made, each of the nine individual ID/IQ contracts "accepted" and incorporated some of the "elements and concepts" from each awardee's technical proposal that were based on the particular technical strengths found by the evaluators in each contractor's proposal. E.g., Agency Report, A&T ID/IQ Contract, at P00002. For example, A&T's ID/IQ contract included the following strengths found in its technical proposal:

[DELETED]

Id.

On May 11, 2009, the Army issued a TOPR under the ID/IQ contract seeking proposals from the ID/IQ contract holders to operate and maintain the administrative telephone system and cable plant, and to meet the information technology requirements at Fort Monmouth. The TOPR included a detailed site specific performance work statement and contemplated the issuance of a task order for a 1-year base period with four 1-year option periods. Award of the order was to be made on a best-value basis considering the technical support factor and price. The subfactors of the technical support factor were technical expertise, services, and quality control; the technical expertise and services subfactors were equal in weight and both were more important than the quality control subfactor. The technical support factor was said to be significantly more important than price.

Seven ID/IQ contractors, including A&T and Cordev, responded to the TOPR by the May 21 closing date. A proposal evaluation board (PEB) assessed the merits of each proposal under the technical support factor utilizing an adjectival rating scale.¹ A&T's proposal, priced at \$13,822,760, received an overall technical rating of acceptable, while Cordev's proposal, priced at \$14,334,199, received an overall rating of good. The subfactor ratings of the these proposals were as follows:

¹ The TOPR defined the ratings as follows:

Outstanding - A proposal, which meets and exceeds a significant number of the requirements of the TOPR and offers numerous strengths, which are not offset by weaknesses.

Good - A proposal which meets and exceeds some of the requirements of the TOPR and offers some strengths, which are not offset by weaknesses.

Acceptable - A proposal which meets the minimum requirements of the TOPR. Any proposal strengths are generally offset by weaknesses or are not considered to evidence that the proposal, as a whole exceeds Government requirements.

Unacceptable - A proposal which contains errors, omissions or deficiencies which indicate a lack of understanding of the requirements or an approach which cannot be expected to meet requirements; or involves a very high risk.

TOPR at 6-7.

	Technical Expertise	Services	Quality Control
Cordev	Acceptable	Outstanding	Acceptable
A&T	Acceptable	Acceptable	Acceptable

Agency Report, Source Selection Decision Document, at 2. All other proposals were determined to be unacceptable. Based on these results, the source selection official (SSO) decided to make award on the basis of initial proposals to Cordev.

In this regard, the SSO found that Cordev's proposal represented the best value because of several strengths reflected in its technical proposal that would enhance mission requirements and ensure successful completion of the requirements. Specifically, the SSO found that Cordev's proposal had one strength under the technical expertise subfactor for their [DELETED], with no weaknesses or deficiencies; three strengths under the services subfactor for their proposed [DELETED], with no weakness or deficiencies; and one strength under the quality control subfactor for its proposed [DELETED], with no weaknesses or deficiencies. By contrast, the SSO found that A&T's proposal had no strengths and one weakness under the technical expertise subfactor based on its [DELETED], with no deficiencies; one strength under the services subfactor for its proposed [DELETED], with no weaknesses or deficiencies; and one strength under the quality control subfactor for its proposed [DELETED], with no weaknesses or deficiencies. The SSO found that the strengths in Cordev's proposal warranted paying the cost premium over A&T's proposal.² *Id.* at 3-4. The task order was issued to Cordev on June 18. After a debriefing, this protest followed.

A&T primarily complains that the Army's evaluation of its TOPR response did not recognize the strengths incorporated in its ID/IQ contract, which it asserts obligated the Army to attribute the same strengths in its evaluation of A&T's proposal on the TOPR. In this connection, A&T asserts that the first two strengths incorporated into its ID/IQ contract should have been considered under the services subfactor, which would have resulted in at least a good rating under that subfactor, and that its third strength under the ID/IQ contract should have been regarded as a strength under the quality control subfactor, which would have resulted in at least a good rating under that subfactor. A&T asserts that its low-priced proposal should have been selected for award but for the improper evaluation.

² Contrary to A&T's contentions, the source selection decision was well documented and reasonably provided the basis for the decision consistent with the evaluation factors stated in the TOPR.

It is true that A&T was obligated under the ID/IQ contract to provide the elements and concepts that were accepted and incorporated into its contract in performing the task orders issued under the contract. Agency Report, Tab 7, A&T ID/IQ Contract, at 96. However, there is nothing in the ID/IQ contract that obligated the agency to consider these elements and concepts to be specific strengths in evaluating proposals submitted in response to TOPRs. Furthermore, nothing in the TOPR indicated that these elements and concepts would be considered as strengths of proposals submitted in response to the TOPR. In fact, the TOPR indicated that the evaluation would be based upon the contents of the proposals submitted in response to the TOPR and in accordance with the evaluation factors stated in the TOPR. TOPR at 6.

The agency explains that the requirements for individual installations that may be encompassed by the ID/IQ contracts differ from one another based upon the mission and requirements that are site specific and unique, and has provided a number of reasons that the Fort Monmouth requirements are different from the installations considered in the evaluation for the ID/IQ contract awards. Contracting Officer's Statement at 4, n.4. Thus, we think that the agency could reasonably find that the elements and concepts incorporated into a particular contractor's ID/IQ contract were not strengths in the task order proposal submitted in response to a site specific TOPR, with its own specific proposal evaluation scheme.

To the extent that A&T's proposal in response to the TOPR specifically identified and described the elements and concepts that were incorporated into its ID/IQ contract, the record indicates that the agency evaluated them. For example, the [DELETED] incorporated in A&T's ID/IQ contract was recognized as a strength in A&T's proposal under the services subfactor of the TOPR, although this strength was not found sufficient to warrant a rating higher than acceptable under this subfactor. Agency Report, Tab 15, Technical Support Panel Report, at 12. The [DELETED], which was the third strength identified in A&T's ID/IQ contract, was mentioned in A&T's TOPR proposal, but the agency did not see this as a strength for this location under the quality control factor, although the evaluators did consider A&T's proposed [DELETED] to be a strength under this subfactor. *Id.*; Contracting Officer's Statement at 5. A&T concedes that the first listed strength in A&T's ID/IQ contract was not specifically mentioned in its proposal in response to the TOPR, see Protester's Comments at 2; thus, this element and concept was not considered to be a strength in A&T's TOPR response.

Based on our review, we find the agency's evaluation of A&T's proposal to be reasonable and in accord with the TOPR. It is the offeror's burden to submit a proposal that is adequately written and establishes the merits of its proposal, and if the offeror does not do so it runs the risk that elements and concepts of its technical approach not specifically identified and described in its proposal will not be considered. See Verizon Fed., Inc., B-293527, Mar. 26, 2004, 2004 CPD ¶ 186 at 4.

The protester also contends that the Army has created a circumstance prohibiting equal evaluations of the task orders because each ID/IQ contract has different elements and concepts incorporated, and that as a minimum the agency should inform each of the ID/IQ contractors of the terms of the other ID/IQ contracts to avoid unequal evaluations. Supp. Protest at 2; Protest Comments at 4-5. This protest ground is untimely filed under our Bid Protest Regulations because a protest based upon alleged improprieties in a solicitation that are apparent prior to the closing time for receipt of initial proposals is required be filed before that time. 4 C.F.R. § 21.2(a)(1) (2009); Triple Canopy, Inc., B-310566.4, Oct. 30, 2008, 2008 CPD ¶ 207 at 7. In this regard, since A&T was aware that particular elements and aspects of its ID/IQ proposal were incorporated into its contract, it knew or should have known that the other ID/IQ contracts similarly incorporated elements and concepts that were recognized as strengths. Thus, this protest contention is untimely and will not be considered.

The protest is denied.

Lynn H. Gibson
Acting General Counsel